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ASSIGNOR: 001 HARARI, ELIYAHOU
ASSIGNOR: 002 NORMAN, ROBERT D.
ASSIGNOR: 003 MEHROTRA, SANJAY

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DIGEST: ASSIGNMENT OF ASSIGNORS INTEREST

ASSIGNEE: 501 SUNDISK CORPORATION, 4401 GREAT AMERICA PARKWAY, STE. 150
 , SANTA CLARA, CA 95054 A CORP. OF DE

SERIAL NUMBER 7-337566 FILING DATE 04/13/89
PATENT NUMBER ISSUE DATE 00/00/00



A S S I G N M E N T

(Attorney Docket No. HARI-0600)

WHEREAS, ELIYAHOU HARARI, a resident of Los Gatos, California, ROBERT D. NORMAN, a resident of San Jose, California, and SANJAY MEHROTRA, a resident of Milpitas, California, hereinafter referred to as "Assignors", have invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States entitled FLASH EEPROM SYSTEM filed with the U.S. Patent Office on April 13, 1989 under Serial No. 337,566;

WHEREAS, SunDisk Corporation, a Corporation of the State of Delaware, having a place of business at 4401 Great America Parkway, Suite 150, Santa Clara, California 95054, hereinafter referred to as "Assignee", desires to acquire the entire right, title and interest in and to said application, said invention, said improvements and all Letters Patent which may be granted thereon in the United States or any foreign country;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignors,

1. Assignors hereby sell, assign, transfer and convey to Assignee the entire worldwide right, title and interest in and to said application, said invention and said improvements, and in and to any and all Letters Patent on said invention and improvements that may be granted by the United States or any foreign country, including any divisions, substitutions, continuations in whole or in part, conversions, reissues, additions or extensions thereof, said interest to be held and enjoyed by Assignee as fully and exclusively as it would have been held and enjoyed by said Assignors had this Assignment and transfer not been made.

2. Assignors hereby warrant, covenant and represent that they have not heretofore granted any license, right or privilege with respect to said application, invention or improvements, or in

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any other way encumbered the same, and that they have the full right to make this Assignment.

3. Assignors further agree that at the request and expense of Assignee, but without charge to said Assignee, they will promptly execute all papers necessary or desirable to perfect ownership of said invention, improvements, applications or said Letters Patent, in said Assignee, and will execute all oaths and other papers, within the truth, that are necessary or desirable for prosecuting said application, for use in interference proceedings involving said invention or improvements, for refiling said applications, for filing of said divisional, substitution, continuation or continuation-in-part applications covering said invention or improvements which are deemed necessary or desirable by Assignee, for reissuance or reexamination of said Letters Patent, or for the filing in foreign countries of applications for Letters Patent covering said invention or improvements.

4. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignors, their heirs, legal representatives and assigns.

IN TESTIMONY WHEREOF, we have executed and delivered to Assignee this instrument this 28th day of March, 1990.

Eliyahou Harari
Eliyahou Harari

Robert D. Norman
Robert D. Norman

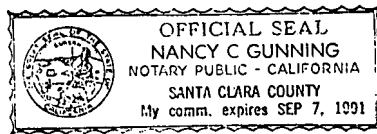
Sanjay Mehrotra
Sanjay Mehrotra

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA)

On this 28th day of MARCH, 1990, before me, the undersigned notary public, personally appeared, the above-named Assignors, known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this Assignment, and acknowledged to me that they executed the same.

Nancy C. Gunning
Notary Public

(SEAL)



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